

this court to prejudge that question, it being a question of law, or to interfere in any way with the rights of the parties under the judgment, unless some sufficient equitable ground was presented, which I think has not been done.

The injunction, therefore, must be dissolved.

[No appeal was taken from this order.]

ROBERT GOLDSBOROUGH ET AL.	}	JULY TERM, 1848.
vs.		
MARTHA R. RINGGOLD ET AL.		

[TRUSTEES IN CHANCERY—RELIEF IN CASES OF MISTAKE.]

It is the established doctrine in Maryland, that a sale made by a trustee under a decree of the Court of Chancery, is a transaction between the court and the purchaser; and, the report of the trustee and the order of the court, ratifying the same, must be regarded as the evidence of the contract between the parties.

Before a party can be relieved, in the case of a written contract, upon the ground of mistake, the evidence of mistake must be clear and satisfactory, and if any reasonable doubt can be entertained on the subject, relief will be refused.

The mistake sought to be rectified, was in regard to the number of acres sold under the decree. The only evidence was found in a survey ordered by the court, upon the *ex parte* application of the petitioner, which differed from the survey, according to which the land was sold. It was *HELD*—that this evidence was not sufficient to overthrow the contract on the ground of mistake.

If a purchaser would be refused redress, upon the ground of a deficiency in the number of acres, he could not be obliged, under the same circumstances, to pay for an excess.

[The facts of this case will appear from the Chancellor's opinion:]

THE CHANCELLOR:

This case is brought before the court upon the petition of Martha R. Ringgold, filed on the 5th of May, 1844.

It appears by the proceedings, that, on the 2d of April, 1836, the real estate of William Ringgold, deceased, was sold under a